

AGREEMENT

UPON

SALARIES AND TERMS AND
CONDITIONS OF EMPLOYMENT

BETWEEN

THE BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT BOARD OF EDUCATION

AND

THE BLACK HORSE PIKE REGIONAL
ASSOCIATION OF SUPERVISORS AND DEPARTMENT HEADS

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X JULY 1, 1981 to June 30, 1983

TABLE OF CONTENTS

	Page
COVER PAGE	i
TABLE OF CONTENTS	ii
AGREEMENT PREAMBLE	1
ARTICLE I: RECOGNITION	1
A. Definition of the Unit	1
B. Definition of Employee or Supervisor	2
ARTICLE II: ASSOCIATION AND MEMBERS RIGHTS AND PRIVILEGES	2
A. Association	2
B. Members	2
ARTICLE III: GRIEVANCE PROCEDURE	3
A. Definition	3
B. Efforts to Resolve Informally	3
C. Filing Procedure	3
D. Representation	3
E. Level One; The Principal	4
F. Level Two; The Superintendent	4
G. Level Three; The Board of Education	5
H. Level Four; Advisory Arbitration and Other Tribunals	5
I. Other Considerations	6
ARTICLE IV; DURATION	7
A. Agreement Duration	7
B. Bargaining Limitation	7
ARTICLE V; TUITION REIMBURSEMENT	7
A. Available Funds	7
B. Applications	7
C. Qualifying Courses	7
D. Grade Requirement	8
E. Other Requirements	8
ARTICLE VI; INSURANCE COVERAGE	8
A. Health Benefits Program	8
B. Family Coverage Condition	8
C. Non-participating Supervisors	8
D. Description of Coverage	9
E. Dental Insurance	9

TABLE OF CONTENTS (Continued)

	Page
ARTICLE VII; SUPERVISOR EVALUATION	9
A. Certification of Evaluators	9
B. File Inspection	9
C. Supervisor Review of Evaluation Materials	9
ARTICLE VIII; SICK LEAVE	9
A. Entitlement and Notification	9
B. Previously Employed Teachers	10
C. Reimbursement for Unused Sick Leave at Retirement	10
ARTICLE IX; TEMPORARY LEAVES OF ABSENCE	10
A. Types	11
1. Personal Leave	11
2. Professional Leave	11
3. Bereavement Leave	11
4. Other Temporary Leaves	12
5. Effect of Temporary Leave Upon Sick Leave	12
B. Death of a Teacher or Pupil	12
ARTICLE X; EXTENDED LEAVES OF ABSENCE	12
A. Association Business	12
B. Public Service, Education, and Overseas Leave	12
C. Military Leave	13
D. Maternity/Disability and Child-Rearing Leave	13
E. Family Illness Leave	16
F. Public Office Leave	16
G. Other Leaves	16
H. Sabbatical Leave	16
I. Supervisor Illness or Disability Leave	17
J. Increment Credit Upon Return From Leave	17
K. Extension of Leave	17
ARTICLE XI; COMPENSATION	17
A. Salary Guide	17
B. Cocurricular Bonuses	17
C. Initial Salary	18
D. Service Increment	18
E. Summer Payment Plan	18
F. Increment	18
ARTICLE XII; PROMOTIONAL AND OTHER POSITIONS	18
A. Notices	18
B. Applications	19
C. Compensation	19

TABLE OF CONTENTS (Continued)

ARTICLE XIII; WORK YEAR, DAY, AND LOAD	19
A. Full-Year Positions	19
B. Ten-Month Positions	19
C. Teaching Load and Work Day	20
IN WITNESS WHEREOF	22
SCHEDULE A; GRIEVANCE FORM	23
SCHEDULE B; SALARY GUIDE	27
SCHEDULE C; APPLICATION FOR LEAVE	28
SCHEDULE D; TEACHING LOAD	29

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
Erial Road, Blackwood, New Jersey 08012

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AND CONDITIONS OF EMPLOYMENT

BETWEEN

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SCHOOL DISTRICT BOARD OF EDUCATION

AND

THE BLACK HORSE PIKE REGIONAL
ASSOCIATION OF SUPERVISORS AND DEPARTMENT HEADS

JULY 1, 1981 to JUNE 30, 1983

AGREEMENT PREAMBLE

The parties to this Agreement are the Board of Education of the Black Horse Pike Regional School District, hereinafter known as the "Board", and the Black Horse Pike Regional Association of Supervisors and Department Heads, hereinafter known as the "Supervisors' Association".

The parties have reached certain understandings which they desire to confirm in this Agreement; therefore, in consideration of those mutual covenants, it is hereby agreed as follows:

ARTICLE I; RECOGNITION

A. DEFINITION OF THE UNIT

The Board recognizes the Supervisors' Association as the exclusive representative for the unit described herein for the purposes of collective negotiations with respect to grievances and terms and conditions of employment. The Supervisors' Association unit shall consist of the professional instructional staff employees who hold the position of Subject Matter Supervisor, Assistant Subject Matter Supervisor, Subject Matter Department Head, Director of Guidance, Data Processing Supervisor, Educational Media Center Supervisor, or Athletic Director, but shall exclude non-certificated employees, teachers, Principals, Vice-Principals, and Central Office Administrators.

The Board agrees not to negotiate concerning Supervisors in the unit defined above with any organization other than the Supervisors' Association for the duration of this Agreement.

RECOGNITION (Continued)

B. DEFINITION OF EMPLOYEE OR SUPERVISOR

Unless otherwise indicated, the term "employee" or "Supervisor" when used in this Agreement, shall refer to all employees represented by the Supervisors' Association as defined in Section A of this Article.

ARTICLE II; ASSOCIATION AND MEMBERS' RIGHTS AND PRIVILEGES

A. ASSOCIATION

1. The Supervisors' Association shall have the right to meet on school premises upon seeking and receiving prior approval of the Principal.
2. The Supervisors' Association and its members may use mailboxes and inter-school mail to communicate with the membership except that State Statutes and Board Policies prohibiting distribution of campaign materials related to National, State, Municipal, County, and School Board elections must be strictly followed.
3. The Supervisors' Association agrees to reimburse the Board for the actual cost of School District supplies used for Association business.
4. The Board will consider suggestions of the Supervisors' Association relative to the school calendar. The Board reserves unto itself the right to establish the school calendar. Supervisors' Association calendar suggestions must be filed with the Superintendent by February 1 of the preceding school year to be considered.

B MEMBERS

1. When a Supervisor is required to appear before the Superintendent, the Board, or a Committee of the Board concerning a matter which could adversely affect continuation of the Supervisor in his/her office, position, or employment; or pertaining to salary or increments, said Supervisor shall be given prior written notice of the reasons for such meeting and shall be entitled to representation of his/her choosing at such appearance.
2. Adverse or positive written communication regarding the performance of a Supervisor by a superior, parent, pupil, student teacher, or another person will be called to the attention of the Supervisor within 30 days of its receipt and at least ten days prior to administrative action, whichever is sooner.
3. The Board shall communicate planned supervisory force reductions to the Supervisors' Association at least 60 days prior to implementation. Discussions on the topic may be requested by either party.

ARTICLE III; GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim by the Supervisors' Association alleging misinterpretation, misapplication, or violation of this Agreement, Board Policy, New Jersey Administrative Code or New Jersey Statutes.
2. An "aggrieved person" or the "aggrieved" is the Supervisor or group of Supervisors making the claim and/or filing the formal grievance.
3. The "respondent" is the person or group of persons against whom the claim is made.

B. EFFORTS TO RESOLVE INFORMALLY

1. Nothing in this Article or this Agreement shall be construed as limiting the right of an individual Supervisor, a group of Supervisors, officers of the Supervisors' Association, or a representative of the Supervisors' Association to discuss any and all matters of school or Association business with an Administrator, Director, or the Superintendent.
2. A formal written grievance may not be filed until the aggrieved has attempted to resolve the complaint through informal discussion with the respondent and the Principal.

C. FILING PROCEDURE

1. A written grievance must be filed within 20 calendar days of the alleged occurrence. The standard form for filing grievances is attached to this Agreement as Schedule A.
2. Incomplete grievance forms may be returned to the Supervisors' Association for requested data. The Principals' or Superintendent's time deadline to respond shall not begin to toll until the incomplete form is returned. A grievance form may not be returned to the Association more than one time at each level.
3. Once the grievance has been defined by the Association on the initial form it shall remain firm for the duration of the process. The Supervisors' Association may present additional information for consideration if such information was not available to the Association when the original grievance was filed.

D. REPRESENTATION

The Supervisors' Association, the respondent, and the Administrator hearing the complaint shall be entitled to representation of their choice except that representation shall be limited to two persons. This provision can be waived only by mutual agreement.

GRIEVANCE PROCEDURE (Continued)

E. LEVEL ONE: PRINCIPAL

1. All initial grievances must be filed with the School Principal. If more than one school is encompassed by a grievance, simultaneous written grievances should be filed with the respective Principals.
2. Grievances must be stated in writing on the form attached as Schedule A and shall make known full details of the grievance. The complaint shall specify:
 - a. The nature and date of the alleged occurrence in reasonable detail indicating portions of the Agreement, Board Policy, Administrative Code, or New Jersey Statute alleged to have been misinterpreted, misapplied, or violated.
 - b. The nature and extent of any injury, loss, or inconvenience.
 - c. The results of informal discussions.
 - d. Why grievant was dissatisfied with the decision rendered.
 - e. Expected relief, corrective action, or alternatives thereof.
3. The Principal may convene a discussion session with the aggrieved and respondent if deemed necessary to arrive at further understanding of the matter, to conduct fact-finding, or to arrive at a mutually satisfactory settlement of the problem. Such a session must be convened within seven working days of receipt of the written grievance. Whether or not an informal session is convened, the Principal must respond in writing to the complaint within ten working days.

F. LEVEL TWO: SUPERINTENDENT

If the grievance has not been resolved satisfactorily at Level One, the Supervisors' Association may appeal directly to the Superintendent within five working days after receipt of the Principal's written response.

1. The appeal may be stated on the established grievance form and any necessary attachments. The appeal must state specifically why the Principal's response was not satisfactory. The appeal may offer alternative solutions.
2. The Superintendent may convene an informal discussion session with the aggrieved, respondent, and Principal if deemed necessary.
3. The Superintendent shall respond in writing within 15 working days after receiving the Supervisors' Association appeal.

GRIEVANCE PROCEDURE (Continued)

G. LEVEL THREE: BOARD OF EDUCATION

- If the grievance has not been resolved satisfactorily at Level Two, the Supervisors' Association may appeal directly to the Board of Education within seven working days after receipt of the Superintendent's written response. The written appeal shall be directed to the Board Secretary/Business Administrator.
- 1. The appeal may be stated on the established grievance form and any necessary attachments. The appeal must state specifically why the Superintendent's response is not satisfactory. The appeal may offer alternative solutions.
 2. The Board President shall arrange to conduct an informal discussion on the matter at the next regular workshop session of the Board provided the grievance appeal reaches the Board Secretary/Business Administrator at least five working days prior to that meeting. The Board or a Committee of the Board, the Superintendent, the Principal, the respondent, and the grievant shall be invited to attend the informal discussion session.
 3. The written decision of the Board shall be delivered to the parties within five working days after the next regular monthly meeting of the Board following the workshop session at which the informal discussion took place.

H. LEVEL FOUR: ADVISORY ARBITRATION AND OTHER TRIBUNALS

If the grievance remains unresolved at Level Three, the Supervisors' Association may seek the following avenues of appeal.

1. Disputes growing out of application of Administrative Code or Statutes shall be submitted to the Commissioner of Education, the Courts, or another appropriate judicial or quasi-judicial tribunal. Such matters shall be precluded from arbitration.
2. The decision of the Board shall be final and binding on all matters relating to policies of the Board and administrative decisions affecting Supervisors except where law allows appeal to the Commissioner, the Courts, or the Public Employment Relations Commission.
3. Unresolved grievances concerning terms and conditions of employment which are embodied in New Jersey Statutes or Administrative Code may be submitted to the Commissioner, the Courts, or to the Public Employment Relations Commission.
4. For matters growing out of interpretation of this Agreement, the Supervisors' Association may seek a third party opinion in the form of Voluntary Advisory Arbitration.
 - a. Within ten working days after receiving the written decision of the Board, the Supervisors' Association may file a written request with the Board Secretary/Business Administrator to appoint an arbitrator through the auspices of the American Arbitration Association.

GRIEVANCE PROCEDURE (Continued)

- b. Thereafter, the matter shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- c. The arbitrator shall not have jurisdiction to determine arbitrability of the issues but rather arbitrability shall be determined by the appropriate judicial or quasi-judicial tribunal.
- d. The arbitrator shall be limited to consideration only of the issues submitted and can add nothing to or subtract anything from the Agreement between the parties.
- e. The written decision of the arbitrator shall be advisory only. The parties may disregard or adopt all or parts of the arbitrator's decision.
- f. The following matters also shall not be submitted to an arbitrator:
 - (1) Those in which the Board is without authority to act.
 - (2) Complaints arising out of non-reemployment of a Supervisor for economy or efficiency purposes.
 - (3) Complaints arising out of lack of employment or lack of retention of a Supervisor for reason of poor performance.

I. OTHER CONSIDERATIONS

- 1. When an appeal is moved to a higher level, the entire file containing all correspondence and decisions shall be transmitted with the appeal. Upon final resolution of a grievance the entire file shall be forwarded to the Office of Superintendent for permanent maintenance.
- 2. Each party shall bear the total cost incurred by themselves and shall share equally the fees and expenses of the arbitrator.
- 3. Informal sessions shall be scheduled so as not to conflict with classroom duties of Supervisors. The Board shall not be required to incur any expense for substitute teachers in the course of processing grievances.
- 4. Time limits must be respected by the parties unless a change is mutually agreed. If time limits are not observed by the Board or its administrators, the grievant may proceed without challenge to the next level. If the Supervisors' Association fails to adhere to the time limits, the matter shall be considered dropped without challenge or recourse.
- 5. Grievance statements must be specific. Witnesses and respondents must be clearly identified in the initial written grievance.
- 6. When a Supervisor selects representation other than the Supervisors' Association, a representative of the Supervisor's Association shall have the right to be present and to state Association views at Levels One, Two, and Three of this grievance procedure.

GRIEVANCE PROCEDURE (Continued)

7. When a subpoena is issued to a Supervisor to appear before an arbitrator during school time, the Supervisor shall not suffer a loss in pay.

ARTICLE IV; DURATION

A. AGREEMENT DURATION

This agreement shall be effective for the period July 1, 1981, to June 30, 1983, inclusive.

B. BARGAINING LIMITATION

The Association and the Employer for the life of this Agreement each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE V; TUITION REIMBURSEMENT

The Board shall reimburse Supervisors for graduate credits earned during the course of a given school year under the following conditions:

A. AVAILABLE FUNDS

Eligible Supervisors shall be reimbursed for actual costs of tuition only, not to exceed \$70.00 per graduate semester hour.

B. APPLICATIONS

Applications shall be filed beginning July 1 of the school year involved but none shall be considered which are filed after January 20, of a given year.

The request shall indicate the type of graduate course the teacher intends to take, the anticipated tuition cost, and the name of the college or university whose graduate credits are acceptable to the New Jersey State Board of Examiners for certification purposes.

C. QUALIFYING COURSES

Supervisors taking courses "in their discipline", defined to mean in the Supervisor's subject area, education courses, or courses required in a program considered to be in the Supervisor's subject area; shall be eligible for tuition reimbursement in accordance with the standards contained in this Article. A course taken outside of a Su-

TUITION REIMBURSEMENT (Continued)

pervisor's subject area, which is not an education course, or which is a course not required in a program which is considered in the Supervisor's subject area, shall be defined as a "course taken outside of discipline" and shall not be subject to tuition reimbursement without specific prior approval of the Superintendent. The Superintendent shall respond to a request for prior approval to take an "out of discipline course" for reimbursement purposes within ten school days.

D. GRADE REQUIREMENT

In no event shall a Supervisor receive tuition reimbursement unless the Supervisor receives a grade of "B" or higher, or its equivalent, or "passing" in a pass/fail course; which grade must be verified by an official transcript or letter of explanation from the college or university involved explaining when the transcript will be available, received by the Superintendent within 90 days after course completion. If a Supervisor takes courses over more than one semester the official transcript need not be sent until after completion of the last course for the fiscal year. Copies of the unofficial transcript will be accepted after completion of courses during earlier semesters to permit initial payment.

E. OTHER REQUIREMENTS

Subject to the conditions described in this Article and subject to receipt of official college transcripts, verification of courses as graduate level, verification of actual tuition costs, and substantiation that the college or university involved offers graduate credits acceptable to the New Jersey State Board of Examiners for certification purposes; and upon receipt of a signed voucher required by New Jersey Statute, tuition shall be reimbursible to Supervisors within 15 days after the Board meeting subsequent to Supervisors meeting all of these requirements and conditions.

ARTICLE VI; INSURANCE COVERAGE

A. HEALTH BENEFITS PROGRAM

The Board shall provide health care insurance protection for each Supervisor in the bargaining unit. Such insurance shall be the Public and School Employees Health Benefit Program.

B. FAMILY COVERAGE CONDITION

The Board will pay the full cost of family protection where appropriate, providing that at least 51 percent of the unit members participate in the health care insurance program provided by the Board.

C. NON-PARTICIPATING SUPERVISORS

In the event that a Supervisor chooses not to participate in or be enrolled in the health care insurance program provided by the Board, said employee may make no claim on the Board for payment or other consideration in lieu of participation.

BOARD/SUPERVISORS' ASSOCIATION AGREEMENT; 1981-1982

INSURANCE COVERAGE (Continued)

D. DESCRIPTION OF COVERAGE

The Board agrees to request the insurance carrier to provide for each Supervisor a description of the health care insurance coverage provided under this Article.

E. DENTAL INSURANCE

Commencing during the 1981-1982 school year, the Board shall provide a family dental insurance program carried by the New Jersey Dental Service Plan. The details of coverage shall be as arranged by the Board and the carrier for all District employees.

ARTICLE VII; SUPERVISOR EVALUATION

A. CERTIFICATION OF EVALUATORS

Supervisors shall be evaluated only by persons properly certificated by the State to perform that function.

B. FILE INSPECTION

A Supervisor may inspect the contents of his/her personnel file by filing a request to do so with the Office of Superintendent. Pre-employment information shall be excluded from the inspection. Copies of file items may be reproduced at the expense of the Supervisor.

C. SUPERVISOR REVIEW OF EVALUATION MATERIALS

Supervisors shall be afforded the opportunity to review evaluation documents with the evaluator prior to such materials going into the permanent record. Supervisors shall have the right to append comments and data to all evaluation reports. Supervisors shall receive copies of all evaluation records which are placed into the personnel file.

ARTICLE VIII; SICK LEAVE

A. ENTITLEMENT AND NOTIFICATION

Commencing on July first of each school year, full-year Supervisors shall be entitled to 12 sick leave days for that school year, and commencing on September first of each school year Assistant Supervisors and ten-month Supervisors shall be entitled to 10 sick leave days for that school year. Unused sick leave for all Supervisors shall accumulate from year to year without limit.

SICK LEAVE (Continued)

If a Supervisor is absent four consecutive school days a doctor's certification concerning the illness shall be presented to the Office of Superintendent via the School Principal. The Supervisor shall notify the designated person or agency of anticipated absence due to illness as soon as possible, but not later than 7:00 a.m. the morning of the absence. When possible, notification of absence shall be made prior to 10:30 p.m. the preceding evening. Such notification also is required the day prior to a leave of absence pursuant to other articles of this Agreement. Daily call-in shall not be required in the case of an extended illness.

Supervisors who fail to comply with this notification requirement shall suffer a loss of wages equal to 1/230th of their annual salary for full-year Supervisors; 1/200th of their pay for Assistant Supervisors; or 1/205th of their annual salary for ten-month supervisors, for each day notice is not provided.

B. PREVIOUSLY EMPLOYED TEACHERS

Upon re-employment, a Supervisor previously employed by the Board in any capacity shall be credited with all unused sick leave accumulated during the Supervisor's prior period of employment except as provided in Section C of this Article.

C. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT

Upon simultaneous retirement from the teaching profession and retirement from the service of the Board, as confirmed by the New Jersey Teachers' Pension and Annuity Fund, a Supervisor shall receive a lump sum payment equal to .002 multiplied by the Supervisor's annual salary (excluding co-curricular and other bonuses) in effect on the date of retirement for each day of unused accumulated sick leave up to a maximum of 120 days, provided:

1. the Supervisor has been employed continuously by the Board for a period of 15 complete years or more, and
2. the Supervisor has notified the Board of an intent to retire by November 1 of the year prior to the fiscal year in which retirement will take place. In emergent circumstances a later notice will be accepted by the Board; however, payment shall be deferred one year to allow for budgeting by the Board.

Exceptions to the period of employment and notification timelines described above will be granted only in cases of unforeseen disability retirement from the teaching profession as confirmed by the New Jersey Teachers' Pension and Annuity Fund.

Supervisors who accept payment described in this section shall be eligible for reinstatement of unused accumulated sick leave as provided in Section B of this Article less the 120 days for which they have received compensation in accordance with this section, should they leave retirement to be re-employed by the District.

ARTICLE IX; TEMPORARY LEAVES OF ABSENCE

A. TYPES

As of the beginning of each school year, Supervisors shall be entitled to the following leaves of absence with pay each year. All requests for such absence must be submitted in advance through the Office of Principal to the Office of Superintendent for approval. Applications for leave shall be made on the form attached hereto as Schedule B entitled "Application for Personal or Temporary Leave," which shall be submitted at least five days in advance of the leave date(s).

1. Personal Leave

Supervisors shall be entitled to a maximum of two days for personal leave. Application for personal leave shall be made at least five days before the requested leave date(s), except in emergencies. The applicant shall certify, as required by the form, that the reason for leave is an urgent personal matter which cannot reasonably be met during non-school hours. In instances where less than five days' notice is provided, the Supervisor must provide a written reason for the leave. In all instances where an additional explanation is required, pursuant to this Article, a determination to grant the request shall be at the discretion of the Administration.

Personal leave may not be granted for days which fall immediately prior or immediately after a school closing day (not including Saturday or Sunday) or an extended recess period. In emergency circumstances the Superintendent may exercise discretion to waive this restriction provided a written explanation of the need for leave accompanies the request and provided the Superintendent finds the reason to fall within the intended use for personal leave.

Unused personal leave shall be accumulative as sick leave each year to the extent not used, provided, however, in the case of nontenure Supervisors, the accumulation shall not be available for use until the Supervisor attains tenure.

Requests to use personal leave for religious holidays will be granted only if 120 days notice is provided and if "Religious Obligation" is the stated reason. Personal leave may be granted for religious observances only when the commitment may not be met except during school hours.

2. Professional Leave

Two days per year may be used by Supervisors with pay for the purpose of visiting other schools, attending meetings, clinics, conferences or workshops of an educational nature if requested to do so, or with prior approval. Additional days may be granted by the Superintendent upon recommendation of the Principal.

3. Bereavement Leave

Supervisors may be granted up to three days at any one time in the event of the death of a Supervisor's spouse, child, son-in-law, daughter-in-law,

BEREAVEMENT LEAVE (Continued)

parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, or surrogate parent which could include a grandparent who actually raised the Supervisor. Supervisors also shall be granted up to one day in the event of the death of a grandparent, a grandchild, or a relative outside the family as defined above. Where additional absence due to family death is required because of emotional disability of the teacher, such absence may be charged to accumulated and authorized sick leave upon request of the Supervisor. Where additional absence due to family death is required because of geographic distance to the funeral site, such absence may be requested and granted as personal leave, in accordance with Section A-1 of this Article.

4. Other Temporary Leaves

Other leaves of absence with pay may be granted by the Board at its discretion.

5. Effect of Temporary Leave Upon Sick Leave

Leaves taken pursuant to this Article shall be in addition to any sick leave to which the Supervisor is entitled, except for emotional disability leave as described in Section A-3 of this Article.

B. DEATH OF A TEACHER OR PUPIL

In the event of a death of an employee or pupil in this District, the Superintendent, using discretion, shall determine the extent of representation on behalf of the District to attend memorial services. Supervisors who wish to attend services may utilize personal leave in accordance with the rules governing use of personal leave described in Section A-3 of this Article.

ARTICLE X; EXTENDED LEAVES OF ABSENCE

A. ASSOCIATION BUSINESS

The Board agrees that up to one Supervisor designated by the Association shall, upon request, be granted a leave of absence without pay for up to two years for the purpose of engaging in activities of the Association or its affiliates provided a minimum of 60 days' notice has been given to the Board. Additional time may be granted by the Board at its discretion provided 90 days' notice has been given.

B. PUBLIC SERVICE, EDUCATION AND OVERSEAS LEAVE

A leave of absence without pay of up to one year shall be granted to any tenured Supervisor who joins the Peace Corps, VISTA, National Teacher Corps, or who serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs, or who accepts a Fullbright Scholarship.

EXTENDED LEAVES OF ABSENCE (Continued)

C. MILITARY LEAVE

Military leave without pay shall be granted to any Supervisor who is inducted or who enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment. Extensions of military leave may be granted by the Board at its discretion.

Time necessary for Supervisors called into temporary active duty of any unit of the United States Reserves or State National Guard shall be granted, provided such obligations cannot be fulfilled on days when school is not in session. For the purpose of this Agreement, the determination of what constitutes "temporary active duty" shall be made by the Board at its discretion. In no event shall the term apply to service rendered by an individual beyond the initial military obligation as required by Federal Statute. A Supervisor absent because of temporary active military duty shall be paid a salary differential in accordance with the requirements of N.J.S.A. 38: 23-1 or N.J.S.A. 38A: 4-4.

D. MATERNITY DISABILITY AND CHILD-REARING LEAVE

Child-rearing leave without pay and disability leave with or without pay shall be granted in accordance with the conditions outlined hereinafter:

1. Any Supervisor seeking a leave of absence for reasons associated with disability due to pregnancy or for child-rearing during the first two years of the child's life shall file a written request for such leave with the Superintendent at least 90 days in advance of the first day of the anticipated disability or child-rearing leave. The written request shall include:
 - a. a physician's certification of pregnancy and the estimated delivery date,
 - b. the date on which the Supervisor intends to return,
 - c. a request for medical disability leave which specifies the anticipated beginning date and ending date. It is understood that medical disability is not always predictable and that a change in the beginning or ending date for disability leave may be necessary. The Board will honor changes when supported by the attending physician's written recommendation,
 - d. a notice of intent to use accumulated sick leave. It is understood that a Supervisor cannot know how many sick leave days will remain available to her 90 days in advance; therefore, final written notice of how many days will be taken for medical disability due to pregnancy need not be submitted until the week of the Supervisor's departure on her disability leave. If sufficient accumulated sick leave is not available to cover the entire period of medical disability, the Supervisor may indicate that she wishes to use all which is remaining to her upon her departure. Requests for use of accumulated sick leave which extend beyond 30 calendar days before and/or after the antici-

MATERNITY-DISABILITY/CHILD-REARING LEAVE (Continued)

pated delivery date must be accompanied by a physician's certification of the nature of the disability and his/her recommendation with respect to employment, and

- e. a request for child-rearing leave without pay, if desired, which includes the ending date. It will be assumed that such leave will begin at the end of the approved medical disability period. In situations where a Supervisor has no available accumulated sick leave or does not wish to use sick leave for the period of disability, the request should so state and include a beginning date for unpaid leave.
2. The Board shall honor leave dates so requested if they will not substantially interfere with the effective administration of the educational program to which the Supervisor was assigned subject to the following conditions:
- a. the Board may require as a condition of the Supervisor's return to service, production of a certificate from a physician certifying that the Supervisor is medically able to resume her duties,
 - b. in no event shall any such leaves be extended beyond the end of the contract year in which leave is requested to commence for non-tenured Supervisors.
 - c. in no event shall such leaves extend beyond a period of four semesters from the date on which leave is to commence for tenured Supervisors.
 - d. the Board may grant a leave for dates other than those requested upon finding that the grant of a leave for the dates requested would substantially interfere with the administration of the school. The Board reserves the right to change the dates for maternity disability/child-rearing leaves to conform to the beginning and ending of semesters,
 - e. the Board will honor sick leave requests which meet the requirements and criteria established in Section 1 herein so long as the delivery occurs within the time window specified in the Supervisor's request for use of sick leave. If delivery occurs prior to the initially requested disability period the Board shall permit use of accumulated sick leave for the required absence prior to delivery and for all school days during a 30 calendar day period following delivery,
 - f. the Board understands that an anticipated delivery date represents a physician's best estimate and that circumstances can cause the estimate to be incorrect. The Board will not act to deny leave under this Article when date estimates are incorrect because of circumstances beyond the pregnant Supervisor's control, and

MATERNITY-DISABILITY/CHILD-REARING LEAVE (Continued)

- g. when a Supervisor's absence due to disability does not extend beyond the 30 day time window before and after delivery and the Supervisor has furnished a prior notice from a physician certifying the pregnancy and the anticipated delivery date, the Board shall not require the physician's notice described under Section A of Article V of this Agreement (SICK LEAVE).
- 3. The Board reserves the right to remove any pregnant Supervisor from her position or to insist that the Supervisor accept a leave of absence therefrom, in accordance with the provisions of Section D of this Article, if after her pregnancy is confirmed, her performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue in her position. Such physical capacity shall be deemed so impaired if any of the following occurs:
 - a. the pregnant Supervisor, after written request from the Superintendent fails to produce a certification from her physician that she is medically able to continue to perform her duties,
 - b. the pregnant Supervisor's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties, or
 - c. if, after a difference of medical opinion by the Supervisor's physician and the Board's physician, a third physician designated by mutual agreement of the Supervisor and the Board, or if no such agreement can be reached, by the Camden County Medical Society; certifies that, in his/her opinion, the Supervisor is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee involved shall be shared equally by the Board and the Supervisor involved.
- 4. In the case of termination of pregnancy for any reason other than normal birth, the Supervisor shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the Supervisor's physician of her physical fitness to teach, and if the Board has not contractually obligated itself to a replacement teacher, or if another position exists for which the Supervisor is certificated and qualified to take. If the returning Supervisor's position is occupied by a non-tenure replacement, the replacement teacher may be given a 60 day termination notice to make room for the returning Supervisor, if the returning Supervisor so requests. During the 60 day period the Board agrees to utilize the services of the returning Supervisor as a substitute teacher at the current substitute teacher payment rates.
- 5. After the grant of leave to any Supervisor pursuant to the provisions of Section D of this Article, the Board will give reasonable consideration to requests from the Supervisor for either the extension or reduction of the

MATERNITY-DISABILITY/CHILD-REARING LEAVE (Continued)

period of leave so granted, provided the Supervisor requesting same makes written application to the Superintendent at least 60 days before the date such extension or reduction will become effective, and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the Supervisor is or will be able to resume her duties on the date such resumption is requested and provided the date of return falls at the beginning of a semester and provided a vacancy exists for which the Supervisor is certificated and qualified to hold.

E. FAMILY ILLNESS LEAVE

A leave of absence without pay for up to one year shall be granted for the purpose of caring for a sick member of a Supervisor's family. Additional leave may be granted at the discretion of the Board.

F. PUBLIC OFFICE LEAVE

The Board shall grant a leave of absence without pay to any Supervisor to serve in an elected or appointed office for the term to which the Supervisor was elected or appointed, re-elected, or reappointed.

G. OTHER LEAVES

Other leaves of absence without pay may be granted by the Board at its discretion.

H. SABBATICAL LEAVE

Sabbatical leave shall be available to Supervisors under the following conditions:

1. Only one sabbatical leave per year may be granted and a sabbatical leave shall not exceed one calendar year period.
2. The purpose of a sabbatical leave shall be limited to full-time pursuit of a graduate degree which must be conferred at the end of the leave period, or as soon after as possible depending upon established schedules for graduations of the conferring institutions.
3. The Supervisor shall have completed seven full school years service with the District by the first day of the requested sabbatical leave.
4. A Supervisor on sabbatical leave shall be paid at 50 percent for a full year of leave at the salary rate he/she would have received had he/she remained on active duty.
5. Upon return from a sabbatical leave, the Supervisor shall be placed on the salary schedule at the level which would have been attained if active employment had been continuous during the period of sabbatical leave.

SABBATICAL LEAVE (Continued)

6. By written contractual agreement, consummated prior to leaving for a approved sabbatical leave, the Supervisor must guarantee to the Board that two additional years of service in the District will be rendered immediately and continuously following a return to the District on the agreed-upon date. Acknowledgment of such an agreement shall be incorporated into the application for sabbatical leave as a condition for consideration by the Board.
7. Requests for sabbatical leave must be submitted to the Superintendent in writing in a format requested by the Superintendent by November 1 of the school year prior to the school year for which the sabbatical leave is requested.

I. SUPERVISOR ILLNESS OR DISABILITY LEAVE

A leave of absence without pay for up to two years may be granted to a Supervisor who has become disabled or ill as confirmed by a physician's certification. Provisions found in Section D of this article shall apply in such matters.

J. INCREMENT CREDIT UPON RETURN FROM LEAVE

1. Upon return from leave granted pursuant to Sections A, B, C, or H of this Article, Supervisors shall be considered as if they were actively employed by the Board during the leave period and shall be placed on the salary schedule at the level they would have attained had they not been on leave; provided, however, that the time spent on such leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A Supervisor shall not receive credit for time spent on leave granted pursuant to Sections D, E, F, G, or I of this Article, nor shall such time count toward the fulfillment of time requirements for acquiring tenure.
2. All benefits to which Supervisors were entitled at the time of leave of absence began, including unused accumulated sick leave, shall be restored upon return, and the Supervisors shall be assigned to the same positions they held at the time said leave began, if vacant.

K. EXTENSION OF LEAVE

All extensions or renewals of leaves shall be applied for and granted in writing. Applications for extensions or renewals of leaves shall be received by the Superintendent at least 60 days before the anticipated beginning date of such extensions or renewals.

ARTICLE XI; COMPENSATION

A. SALARY GUIDE

Salaries of Supervisors covered by this Agreement shall be according to the salary guide set forth as Schedule C, attached hereto.

COMPENSATION (Continued)

B. COCURRICULAR BONUSES

Supervisors who assume cocurricular duties shall be paid according to the guide established as Board Policy GCBBA; Cocurricular Salary Guide.

C. INITIAL SALARY

When accepting employment as a Supervisor, initial placement on the salary guide shall be as agreed between the Board and the Supervisor.

D. SERVICE INCREMENT

An additional increment of \$150.00 shall be awarded upon completion of three full years of continued service to the District. Similar increments of \$150.00 shall be awarded after the sixth, ninth, twelfth, fifteenth, and eighteenth full years of continuous service to the District.

E. SUMMER PAYMENT PLAN

1. Full-year Supervisors shall be paid in 24 equal installments occurring approximately on the 15th and 30th day of each month.
2. Supervisors may independently elect to have a portion of their salary withheld and deposited to their credit in the Camden County Federal Credit Union and/or deposited in tax-deferred annuities, upon execution of appropriate payroll authorization forms which shall be in lieu of a summer payment plan as contemplated in NJSA 18A: 29-3.

F. INCREMENT

1. To be eligible for a full increment, a Supervisor must have been employed as a Supervisor by the District during the prior year for at least 120 days for full-time Supervisors and 100 days for ten-month employees.
2. The Board reserves the right for inefficiency and/or other good cause to withhold the salary increment of a Supervisor. Once withheld, an increment shall be deemed to have lapsed. The Board may, at its discretion, restore a previously withheld increment upon recommendation of the Superintendent.
3. If it is anticipated that an earned Doctor's Degree will be conferred, making the Supervisor eligible for a higher salary, advance notice of the anticipated conferral must be presented in writing on or before November first of the school year prior to eligibility for the additional salary. Evidence of conferral of a Doctor's Degree must be submitted to the Superintendent by official college or university transcript.

ARTICLE XII; PROMOTIONAL AND OTHER POSITIONS

A. NOTICES

The Board shall announce promotional and other positions to the Association President in writing usually at least 15 days prior to the deadline for applications. The notice can be less than 15 days in unusual situations.

B. APPLICATIONS

Supervisors who want to apply for promotional and other positions must submit a letter of application to the Superintendent prior to the announced deadline. Transcripts, certificates, and other information already on file in the District Office need not accompany the letter of application.

C. COMPENSATION

Compensation for promotional positions and other positions shall be established by Board Policy, by this Agreement, or by agreement with another bargaining unit.

ARTICLE XIII; WORK YEAR, DAY, AND LOAD

A. FULL-YEAR POSITIONS

1. The following positions will be considered full-year positions:

Data Processing Supervisor	Director of Guidance
Language Arts Supervisor	Mathematics Supervisor
Social Studies Supervisor	Science Supervisor

2. Those who hold these full-year positions shall be granted four summer weeks vacation as scheduled by the Principal.
3. The salary guide for full-year positions shall be as shown on Schedule G, attached hereto. Salary deductions for days not worked shall be at one 230th of the base salary.
4. Supervisors in full-year positions shall not be required to come to the school plant on emergency closing days or on holidays which appear in the regular school calendar.
5. Full-year Supervisors listed in Section A-1 of this Article shall not be required to teach in the District Summer School, but may be required to coordinate or perform other administrative duties required by the Principal.

B. TEN-MONTH POSITIONS

1. All subject matter Supervisors and Department Heads not shown on the list appearing in Section A-1 of this Article shall work a ten-month school year which shall include all days worked by teachers plus an additional five days as scheduled by the Principal.

WORK YEAR, DAY AND LOAD (Continued)

- a. Additional days shall be paid at the rate of 1/205th of the annual base salary unless those days are part of another paid project or task for which a rate has been established by policy, another agreement, or other means. Summer School is an example of another such task. Curriculum development is an example of another such project.
 - b. Ten-month Supervisors shall not be required to come to the school plant on emergency closing days or on holidays which appear in the regular school calendar.
 - c. The five additional days shall occur immediately following the end of the school year or immediately prior to the beginning of a school year. The five days may be divided into two segments.
2. Supervisors who hold positions not listed in Section A-1 of this Article as of June 30, 1980, shall continue on a full-year basis until they vacate the position voluntarily.
 - a. Such grandfathered Supervisors may volunteer to work a ten-month school year at their discretion but shall be paid at a ten-month rate.
 - b. Supervisors named to these positions after June 30, 1980, must work a ten-month school year, except as provided in Section B-3 of this Article.
 - c. Grandfathered Supervisors whose positions are not shown in the list in Section A-1 of this Article, but who continue full-year employment, may be required to teach in the District Summer School and perform other administrative duties including curriculum projects as required by the Principal. Educational Media Supervisors and Athletic Directors will not be required to teach Summer School.
3. Ten-month Supervisors shall be eligible for stipends paid for curriculum development to other staff members. Full-year Supervisors shall not be eligible to receive additional project stipends.
 - a. Ten-month Supervisors may be appointed to teach in the District Summer School at the compensation rate established as part of the current Agreement between the Black Horse Education Association and the Board of Education (does not include grandfathered Supervisors).
 - b. The Highland Industrial education Supervisor may be employed during summer months to supervise and conduct the Summer Print Shop Program at the hourly rate established as part of the current Agreement between the Black Horse Pike Education Association and the Board of Education (does not include grandfathered Supervisors).
4. The salary guide for ten-month positions shall be as shown in Schedule G, attached hereto. Salary deductions for days not worked shall be at 1/205th of current base salary.

WORK YEAR, DAY, AND LOAD (Continued)

C. TEACHING LOAD AND WORK DAY

1. The teaching load for Supervisors shall be based upon the number of staff directly supervised as shown on Schedule D attached hereto. Athletic Directors shall teach two classes each day. Schedule D and only Schedule D shall be subject to continued negotiations for the 1982-1983 school year.
2. Supervisors whose departments exceed 20 teachers shall be assigned an assistant.
 - a. The assistant shall be assigned one teaching period less than other teachers in the department to accomplish supervisory tasks. When the department membership exceeds 25, an additional period shall be provided to the assistant for supervisory purposes.
 - b. Assistants shall work only a ten-month school year as defined in Section B-1 of this Article.
 - c. An assistant who holds supervisory or administrative certification shall be designated as an "Assistant Supervisor" and shall be paid a \$900.00 annual bonus for supervisory services including evaluation of teachers. This stipend shall increase to \$1,000.00 for the 1982-1983 school year.
 - d. An assistant who does not hold supervisory or administrative certification shall be designated as an "Assistant to the Supervisor", and shall be paid a \$600.00 annual bonus for ministerial supervisory services. This bonus shall increase to \$700.00 for the 1982-1983 school year.
3. The work day for Supervisors shall be as established through continuous past practice.
4. Supervisors shall be assigned as needed to supervise school activities which occur during non-school hours. Assignments shall be rotated on an equal basis.
5. Supervisors may be required to attend evening in-service sessions sponsored by the Principal, by Central Office, or by an outside consultant group arranged by the Board or Central Office.

BOARD/SUPERVISORS' ASSOCIATION AGREEMENT; 1981-1982

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers on this 16th day of July, 1981.

BLACK HORSE PIKE ASSOCIATION OF
SUPERVISORS AND DEPARTMENT HEADS

By

James L. Bathurst
James Bathurst, President

ATTEST:

John L. Carroll
John L. Carroll
Negotiations Committee

BLACK HORSE PIKE REGIONAL SCHOOL
DISTRICT BOARD OF EDUCATION

By

Donald N. Downer
Donald N. Downer, President

ATTEST:

Raymond B. Heston
Raymond B. Heston
Board Secretary/Business Administrator

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
Erial Road, Blackwood, New Jersey 08012

SUPERVISORS' ASSOCIATION GRIEVANCE FORM

LEVEL ONE

GRIEVANT _____

DATE FILED _____

a. Nature and date of alleged occurrence in reasonable detail including a citation of the sections of the Agreement, Board Policy, Administrative Code, or New Jersey Statute alleged to have been misinterpreted, misapplied, or violated (add additional sheets if needed).

b. Nature and extent of any injury, loss or inconvenience.

c. Results of the informal discussions.

d. Why dissatisfied with decisions rendered.

LEVEL ONE (Continued)

e. Expected relief, corrective actions, or alternatives.

Signature of Grievant

Date

RESPONSE BY PRINCIPAL

Signature of Principal

Date

LEVEL TWO

Why dissatisfied with the Principal's Response:

Signature of Association Official

Date

LEVEL TWO (Continued)

RESPONSE BY SUPERINTENDENT

Signature of Superintendent

Date

LEVEL THREE

Why dissatisfied with the Superintendent's response.

Signature of Association Official

Date

RESPONSE BY BOARD OF EDUCATION

Signature of Board Secretary

Date

LEVEL FOUR

Dissatisfaction with Board of Education response:

INTENDED OR REQUESTED THIRD-PARTY INTERVENTION

Signature of Association Official

Date

SUPERVISORS' SALARY GUIDE: 1981-1983

<u>Step</u>	<u>1981-82 Full-Year Salary</u>	<u>1981-82 Ten-Month*</u> <u>Salary</u>	<u>1982-83 Full-Year Salary</u>	<u>1982-83 Ten-Month*</u> <u>Salary</u>
1	19,800	17,622	21,250	18,913
2	20,450	18,201	21,950	19,536
3	21,100	18,779	22,650	20,159
4	21,750	19,358	23,350	20,782
5	22,400	19,936	24,050	21,405
6	23,050	20,515	24,750	22,028
7	23,700	21,093	25,450	22,651
8	24,350	21,672	26,150	23,274
9	25,000	22,250	26,850	23,897
10	25,650	22,829	27,550	24,520
11	26,300	23,407	28,250	25,143
12	26,950	23,986	28,950	25,766
13	27,600	24,564	29,650	26,389
14	28,250	25,143	30,350	27,012

* All days over and above the standard teacher contract year for ten-month Supervisors shall be paid at a per diem rate equal to 1/205th of the annual base salary shown in this column. The five additional days provided in Article XII, Section B-1 also shall be paid at this per diem rate.

DOCTORATE

A \$1000.00 increment shall be added to the salary guide for Supervisors who have earned a Doctor's Degree.

GUIDE ADJUSTMENT FACTOR

The Guide Adjustment Factor calculated under the 1980-1981 Agreement for eligible Supervisors shall be phased out of existence. For the 1981-1982 school year only, Supervisors who received such an adjustment shall be paid exactly one half of the amount paid during the 1980-1981 school year. There shall be no guide adjustment factor for the 1982-1983 school year for any Supervisor.

ASSISTANTS

For 1981-1982 an assistant supervisor shall be paid a bonus of \$900.00 above his/her placement on the applicable teachers salary guide. That bonus shall become \$1000.00 for the 1982-1983 school year. Assistants to the Supervisor shall be paid bonuses of \$600.00 and \$700.00, respectively, for the 1981-1982 school year and the 1982-1983 school year.

APPLICATION FOR PERSONAL OR TEMPORARY LEAVE

TO: Gerald A. Killeen, Superintendent (via School Principal)

The undersigned hereby applies for leave pursuant to the collective bargaining Agreement between the Board of Education and the Black Horse Pike Association of Supervisors and Department Heads for the following purpose:

____ Personal Leave No reason is required unless less than five days notice is provided or unless the requested day(s) fall(s) in a day immediately prior to or after a school closing day (excluding Saturday or Sunday) or and extended recess period.

____ Professional Day Please detail your plans for the day in the space below.

____ Bereavement Leave Please indicate relationship of deceased to employee.

____ Other Reasons Please provide a reason in the space below.

DATE(S) REQUESTED _____; Periods to be covered _____

EXPLANATION: Please use reverse side of form if space below is inadequate;

I hereby certify this leave is requested for the purpose of fulfilling an urgent matter which cannot be met during non-school hours.

____ Date Submitted

____ Signature of Applicant

____ PLEASE DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

Approval granted/recommended _____; Not granted/recommended _____.

Coverage: Request External _____; Will arrange internal _____; Periods _____

____ Principal's Signature

____ Date Request Was Received

Approved () Not Approved () With Pay () Without Pay () _____

____ Signature of Superintendent

____ Date

Charge to: VIII; IX A-1, A-2, A-3,
A-5, IX-B, X-G.

SUPERVISORS' TEACHING LOAD

Department Supervisors and Department Heads shall carry a teaching load. The number of release periods for supervisory activities shall be dependent upon the number of teachers or full-time equivalents supervised, as shown below:

Number of Teachers or Full-Time Equivalents Supervised Including the Supervisor and Assistant	Number of Teaching Periods	Number of Supervisory Periods	Number of Preparation Periods	Number of Lunch Periods
2 - 4	4	2	1	1
5 - 9	4	2	1	1
10 - 14	3	3	1	1
15 - 19	1	5	1	1
20 Plus	1 *	6	0	1

* A Supervisor with 20 or more teachers to supervise shall be assigned an Assistant.

Teachers who work only part-time for a given curriculum and for no other area shall be considered as partial teachers for the purpose of applying the chart. The total number of classes taught by such persons shall be divided by five to determine the number of full-time equivalents. These teacher fractions shall be added together to arrive at the number of full-time equivalent teachers shown in the first column of the chart above. When a fraction reaches 3/5ths or higher it shall be raised to the next highest number.